



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

June 04, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

74 June 4, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**TOTAL MAXIMUM DAILY LOAD COORDINATED MONITORING PLAN FOR MARINA DEL REY  
MOTHERS' BEACH AND BACK BASINS BACTERIA  
MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY  
OF LOS ANGELES  
(SUPERVISORIAL DISTRICTS 2, 3, AND 4)  
(3 VOTES)**

### SUBJECT

This action is to enter into a cooperative Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to continue providing for the County of Los Angeles' share of the cost to implement the coordinated monitoring plan required by the Marina del Rey Mothers' Beach and Back Basins Bacteria Total Maximum Daily Load. The estimated total cost of the Memorandum of Agreement for the County of Los Angeles is \$179,024.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Marina del Rey Mothers' Beach and Back Basins Bacteria Total Maximum Daily Load Coordinated Monitoring Plan Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles for Marina del Rey Mothers' Beach and Back Basins Bacteria is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Based on available funding appropriation, authorize the Director of Public Works or her designee, to execute the Memorandum of Agreement to become effective on the date of final execution by the

County of Los Angeles and the City of Los Angeles until June 30, 2015, for an estimated total cost of \$179,024.

3. Authorize the Director of Public Works or her designee, to execute any necessary amendments to this Memorandum of Agreement with the City of Los Angeles to share in the costs of implementing the coordinated monitoring plan provided that any amendments relating to costs are budgeted and do not increase the County of Los Angeles' annual cost by more than 10 percent.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to find the proposed execution of the Memorandum of Agreement (MOA) (Enclosure A) exempt from the California Environmental Quality Act (CEQA) and to authorize the Director of Public Works or her designee to execute the MOA with the City of Los Angeles (City) to continue implementing the monitoring required by the Marina del Rey Mothers' Beach and Back Basins Bacteria Total Maximum Daily Load (TMDL) Coordinated Monitoring Plan (CMP). The MOA is to become effective on the date of final execution by the County of Los Angeles (County) and the City and remain in effect until June 30, 2015, for a total cost not to exceed \$179,024.

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) on August 7, 2003, adopted the TMDL as Resolution 2003-12. The TMDL became effective on March 18, 2004. The TMDL identifies the County, the California Department of Transportation, the City, and Culver City responsible for meeting the TMDL requirements, including implementation of or continued participation in the monitoring programs. On June 9, 2010, the Board approved and authorized the Chief Executive Officer or his designee to execute an MOA, effective on the date of final execution until June 30, 2012, with the City to implement the TMDL's CMP.

To continue with the monitoring under the TMDL's CMP, the City will enter into separate cost-sharing MOAs with all of the other TMDL-responsible agencies for those agencies to pay their shares of the CMP cost. Each TMDL-responsible agency's share, including the County's and the City's of the monitoring program is based on the jurisdictional land area within the contributing watershed identified in the respective TMDL. For the continued implementation of the TMDL's CMP, the City has agreed to continue acting on behalf of all TMDL-responsible agencies and be paid 5 percent of the cost to perform work under the MOA for project management and contract administration.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Fiscal Sustainability (Goal 2). The MOA supports the goal by strengthening the County's capacity to sustain essential County services through proactive and prudent fiscal policy.

### **FISCAL IMPACT/FINANCING**

As shown on Table 4 of Enclosure A, the net County cost for Fiscal Years 2012-13, 2013-14, and 2014-15 is estimated to be \$57,920, \$59,657, and \$61,447, respectively. The fees include monitoring, contract management, and increase due to inflation. The net County cost for Fiscal Year 2012-13 is included in the Fiscal Year 2012-13 Unincorporated Area Stormwater Budget, which is part of the Public Works General Fund budget. Funding for projected cost in the subsequent years will be requested through the annual budget process.

The City will provide the responsible agencies with an invoice for the first year of the MOA. Due to the Regional Board's time line, the City began the first year's monitoring of the MOA on July 1, 2012.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Regional Board adopted the TMDL on August 7, 2003, as Resolution 2003-012. The TMDL identified the County and the City, along with various other agencies, as responsible for meeting the TMDL requirements. The TMDL further identified the City as the lead agency responsible for coordinating the activities of the TMDL-responsible agencies with the Regional Board.

The TMDL has been incorporated into the National Pollutant Discharge Elimination System (NPDES) Permit for municipal stormwater and urban runoff discharge within the County. As a result, the TMDL-responsible agencies are mandated to demonstrate compliance with the TMDL through continued participation in this monitoring program. The TMDL is subject to enforcement if the water-quality standards established by the TMDL are not met. To comply with the TMDL, the TMDL-responsible agencies jointly submitted a CMP to the Regional Board, which the Regional Board subsequently approved and further directed the TMDL-responsible agencies to implement. On June 9, 2010, the Board approved and authorized the Chief Executive Officer or his designee to execute a cooperative cost sharing MOA, effective on the date of the final execution until June 30, 2012, with the City to implement the TMDL's CMP.

In order to continue implementing the TMDL's CMP, the TMDL-responsible agencies are combining their resources through another cooperative cost-sharing MOA in order to fully fund the project. Each TMDL-responsible agency's share, including the County's and the City's share of the monitoring program, is based on the jurisdictional land area within the contributing watershed identified in the TMDL.

The County and the City's staff and their respective counsel have approved the MOA as to form. Upon the Board's delegation of authority, the MOA, in a form substantially similar to Enclosure A, will be subsequently reviewed and approved as to form by County Counsel prior to execution by the Director of Public Works or her designee.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed activities are statutorily exempt from CEQA. The proposed MOA, which includes funding for continued implementation of the CMP, involves feasibility and planning studies for possible future actions that have not been approved, adopted or funded and, therefore, are exempt under Section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the CEQA Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will benefit the County by sharing in the cost of implementing the TMDL's CMP. There will be no negative impact on current services.

**CONCLUSION**

Please return two adopted copies of this letter to the Chief Executive Office, Community and Municipal Services Cluster; and the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly legible.

GAIL FARBER

Director

GF:GH:cp

Enclosures

c: Auditor-Controller  
Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

ENCLOSURE A  
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF LOS ANGELES  
AND  
COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING OF IMPLEMENTING THE  
COORDINATED MONITORING PLAN FOR THE MARINA DEL REY MOTHERS' BEACH  
AND BACK BASINS BACTERIA TOTAL MAXIMUM DAILY LOAD

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and among the City of Los Angeles, a municipal corporation, and the County of Los Angeles (County), a political subdivision of the State of California, collectively referred to herein as the "Parties" or individually as "Party", with respect to the following:

RECITALS

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("LARWQCB"), adopted the Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria Total Maximum Daily Load (MdR Bacteria TMDL) on August 7, 2003, by Resolution No. 2003-12; and

WHEREAS, the MdR Bacteria TMDL became effective on March 18, 2004; and

WHEREAS, the LARWQCB incorporated the MdR Bacteria TMDL into the National Pollutant Discharge Elimination System Permit For Municipal Stormwater and Urban Runoff Discharges within the County and the Incorporated Cities therein, except the City of Long Beach, by Order R4-2006-0074 on August 9, 2007; and

WHEREAS, the MdR Bacteria TMDL addresses water quality impairments caused by elevated bacterial indicator densities in Marina del Rey Harbor Mothers' Beach and Back Basins and has the intent of improving the water quality in these water bodies; and

WHEREAS, the MdR Bacteria TMDL identifies the Cities of Los Angeles and Culver City, the County, and the State of California through its Department of Transportation ("Caltrans"), herein collectively referred to as "Regulated Entities" or individually as "Regulated Entity", as jointly responsible for meeting the requirements of the MdR Bacteria TMDL; and

WHEREAS, the MdR Bacteria TMDL requires the preparation and implementation of a Coordinated Monitoring Plan ("CMP") by the Regulated Entities that is designed to monitor water quality within Marina del Rey Harbor Mothers' Beach and Back Basins, to prove compliance with the TMDL waste load allocations and load allocations and to provide data to support the re-evaluations when the LARWQCB will reconsider the MdR Bacteria TMDL; and

WHEREAS, on February 1, 2007, the LARWQCB approved the CMP entitled "Marina del Rey Harbor Mothers' Beach and Back Basins Bacteria TMDL CMP", that was prepared and

submitted to the RWQCB by the Regulated Entities, requiring monitoring be started by March 18, 2007; and

WHEREAS, the CMP is hereby made part of the Agreement by reference; and

WHEREAS, the Regulated Entities have agreed to cooperatively share in fully funding the estimated costs of the implementation of the CMP contained in Table 3 of Exhibit A, based on the cost allocation formula contained in Table 1 of Exhibit A of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform sampling services, laboratory analyses, and reporting services ("Monitoring Services") consistent with the CMP; and

WHEREAS, the Regulated Entities have agreed to retain the City of Los Angeles to perform the Monitoring Services on their behalf at locations identified in the CMP, and the Regulated Entities have agreed to pay the City of Los Angeles for its Monitoring Services, and the City of Los Angeles is willing to perform and be reimbursed for such Monitoring Services as indicated in Exhibit A of this Agreement; and

WHEREAS, the current agreements for cost-sharing of monitoring for the MdR Bacteria TMDL will expire on June 30, 2012; and

WHEREAS, the Regulated Entities desire to enter into new agreements for the period of July 1, 2012 to June 30, 2015 to continue the existing Monitoring Services performed by the City of Los Angeles; and

WHEREAS, to expedite the cost-sharing of Monitoring Services as contained in Exhibit A of this Agreement, the Regulated Entities have agreed that the City of Los Angeles will enter into separate agreements between the City of Los Angeles and each Regulated Entity;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation of the CMP and to coordinate the payment and performance of the Monitoring Services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP.



#### Section 9. Role of the City of Los Angeles.

- a) Monitoring – The City of Los Angeles will perform the Monitoring Services at locations indicated in the CMP.
- b) Reporting – The City of Los Angeles will submit monthly summary monitoring reports to the LARWQCB as described in the CMP and distribute copies of the monthly reports to the Regulated Entities prior to submittal to the LARWQCB for review and comment. In addition, the City of Los Angeles will submit to the County, on a monthly basis, the data used to prepare the monthly reports. The data will be transmitted electronically in a comma-separated value (CSV) format that contains the table structure and syntax agreed upon by Parties.
- c) Invoicing – The City of Los Angeles will annually invoice the County as shown in Table 4 of Exhibit A. The total estimated costs for Monitoring Services have been adjusted for (3% inflation) and 5% project administration and management costs as shown in Tables 2 and 3 of Exhibit A.

#### Section 10. Invoice and Payment

- a) Annual Payment – County shall pay the City of Los Angeles, subject to annual budget authority, for its proportional share of the estimated cost for Monitoring Services and project administration and management costs as shown in Table 4 of Exhibit A within forty five (45) days of receipt of the invoice from the City of Los Angeles. The monitoring cost estimates presented in Exhibits A and B have been agreed upon by the City of Los Angeles and the other Regulated Entities, and are subject to changes in the CMP pursuant to LARWQCB new requirements, unforeseen challenges in the field, or any decreases or increases of the estimated frequency of accelerated sampling. Any changes proposed to the County's proportional share are subject to funding appropriation and written agreement of the County.
- b) Invoice – The City of Los Angeles will invoice County as shown in Table 4 of Exhibit A. The annual payments for the period of July 2012 – June 2015 will be invoiced in January of each year starting January 2013 or upon the execution of this Agreement, whichever is later.
- c) Contingency – The City of Los Angeles will notify the Regulated Entities if actual expenditures for Monitoring Services are anticipated to exceed the cost estimates contained in Exhibits A and B and obtain approval of such expenditures from all Regulated Entities. Upon approval of substantiated additional expenditures, County agrees to pay the City of Los Angeles for its proportional share of these additional expenditures at an amount not to exceed 10% of the estimated cost for Monitoring Services as shown in Exhibit A. This 10% contingency will not be invoiced, unless actual expenditures exceed the cost estimates for Monitoring Services. Expenditures that exceed the 10% contingency will require an amendment of this Agreement.



Section 5. Term. This Agreement shall become effective on the date of final execution by the Parties and it shall remain and continue in effect until June 30, 2015.

Section 6. Continuation of Monitoring. The Regulated Entities agree that any costs incurred by the City of Los Angeles for monitoring performed between July 1, 2012 and the execution date of this Agreement be cost-shared by the Regulated Agencies. The estimated costs and invoicing amount for the period of July 2012 – June 2013 as contained in Exhibit A are based on the Monitoring Services commencing July 1, 2012.

Section 7. Coordinated Monitoring Plan. The CMP for the MdR Bacteria TMDL consists of the regulatory background, ambient monitoring, effectiveness monitoring, monitoring sites, sampling parameters, requirements for accelerated monitoring, analytical methods, schedule, reporting, and other regulatory requirements and is incorporated into this Agreement by this reference.

Section 8. Role of County

- a) The County agrees subject to annual budget authority, to pay the City of Los Angeles for the Monitoring Services in the amounts shown in Table 4 of Exhibit A and based on the cost allocation formula in Table 1 and the total estimated annual cost in Table 2 of Exhibit A, attached hereto and made part of the Agreement by this reference. Exhibit B of this Agreement details the estimated annual cost for Monitoring Services.
- b) Grant of Access Rights – During the term of this Agreement, the County grants the City of Los Angeles the right of access and entry to all County accessed storm drains, channels, creeks, beaches, and existing monitoring stations subject to this Agreement (the “Property”) to achieve the purposes of this agreement. Prior to exercising said right of entry, the City of Los Angeles shall provide written notice to the County at least 72 hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail that has been delivered to the County Representative identified on Attachment C. All notices provided pursuant to this article shall be delivered to the representative of the County to be notified. However, should the City of Los Angeles require access to Los Angeles County Flood Control District facilities such as storm drains, channels, creeks, and existing monitoring stations, the City of Los Angeles shall obtain right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District (LACFCD). The City of Los Angeles shall indemnify, defend and hold harmless the County, its Special Districts, LACFCD, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the entry onto the Property. This indemnification is in addition to the other indemnities made herein.

- d) Reconciliation of this Agreement - Unexpended funds at the termination of this Agreement will be returned to County using the cost allocation formula in Table 1 of Exhibit A. Within 60 days of the end of each fiscal year, the City of Los Angeles will provide the Regulated Entities with a statement with the actual expenditures.

Section 11. Indemnification.

- a) Pursuant to Government Code Section 895.4 and 895.6, each Party shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- b) Each Party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.
- c) In the event of third-party loss caused by negligence, wrongful act or omission by more than one Party, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

Section 12. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. County shall be responsible for the agreed upon allocated costs of CMP activities incurred up to the date of the termination. The City of Los Angeles shall notify in writing all Regulated Entities within fourteen (14) days of receiving written notice from any Party that intends to terminate this Agreement. If one of the Regulated Entities elects to withdraw from cost sharing of Monitoring Services before the end of the term of this Agreement, the remaining cost share may be distributed among the other Regulated Entities based on the existing cost allocation procedure, subject to amendment of the Agreement agreed upon by the remaining Regulated Entities.

Section 13. General Provisions.

- a) Notices. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the Party at the address set forth in Exhibit C. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via email or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.

- b) Administration. For the purpose of this Agreement, the Parties hereby designate as their respective designees, the persons named in Exhibit C. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this Agreement on behalf of their respective Party. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this Agreement on behalf of such Party.
- c) Relationship of Parties. The Parties are and shall remain at all times as to each other, wholly independent entities. No Party to this Agreement shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.
- d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- e) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- f) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- g) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- h) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- i) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- j) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).



- k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.
- l) All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

IN WITNESS WHEREOF, by order of the Board of Supervisors, this Agreement has been executed on behalf of the County of Los Angeles on the day, month, and year indicated on the following page. On behalf of the City of Los Angeles, the Board of Public Works executed this Agreement and attested by the City Clerk as of the date specified below:

**CITY OF LOS ANGELES**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Capri W. Maddox, President  
Board of Public Works

ATTEST:

By: \_\_\_\_\_  
June Lagmay  
City Clerk

APPROVED AS TO FORM:

Carmen A. Trutanich  
City Attorney

By: \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

# COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES,

A political subdivision of the

State of California

Date: \_\_\_\_\_

By: \_\_\_\_\_

Gail Farber

Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

By: \_\_\_\_\_

Deputy



# EXHIBIT A

## Total Estimated Cost-Sharing for Mdr Bacteria Monitoring and Invoicing by City of Los Angeles

**Table 1. Cost Allocation Formula.**

Agency	Acres <sup>(1)</sup>	Square Miles	% of Area <sup>(2)</sup>
County of Los Angeles	816	1.28	44
City of Los Angeles	983	1.54	53
City of Culver City	37	0.06	2
Caltrans	19	0.03	1
<b>Total</b>	<b>1855</b>	<b>2.91</b>	<b>100</b>

<sup>(1)</sup> Land distribution data as defined by LARWQCB.

<sup>(2)</sup> Proportionality of cost-sharing by Regulated Entities is based on each Regulated Entity's % area of the total watershed area of 1855 acres.

**Table 2. Baseline Monitoring Costs.**

Period	Monitoring Services <sup>(1)</sup>	Project Administration and Management (5%)	Monitoring Cost
July 2012 – June 2013	\$125,366.00	\$6,268.30	\$131,634.30
July 2013 – June 2014	\$125,366.00	\$6,268.30	\$131,634.30
July 2014 – June 2015	\$125,366.00	\$6,268.30	\$131,634.30

<sup>(1)</sup> Estimated cost for Monitoring Services, see Exhibit B.

**Table 3. Total Estimated Costs and Contingency.**

Period	Monitoring Cost	Adjustment for Inflation (3%)	Total Estimated Cost	Contingency <sup>(1)</sup> (10%)
July 2012 – June 2013	\$131,634.30	--	\$131,634.30	\$13,163.43
July 2013 – June 2014	\$131,634.30	\$3,949.03	\$135,583.33	\$13,558.33
July 2014 – June 2015	\$135,583.33 <sup>(2)</sup>	\$4,067.50	\$139,650.83	\$13,965.08

<sup>(1)</sup> Contingency is 10% of the total estimated cost. Contingency will not be invoiced unless there is a need for its expenditure as agreed by all Regulated Entities

<sup>(2)</sup> Baseline amount plus inflation adjustment for second year.

**Table 4. Proportional Share of County and Invoicing by City of Los Angeles.**

Period	Invoice amount to County <sup>(1)</sup>	Contingency (10%)	County share including contingency
July 2012 – June 2013	\$57,919.09 <sup>(2)</sup>	\$5,791.91	\$63,711.00
July 2013 – June 2014	\$59,656.67	\$5,965.67	\$65,622.33
July 2014 – June 2015	\$61,446.37	\$6,144.64	\$67,591.00
<b>Total</b>	<b>\$179,022.13</b>	<b>\$17,902.22</b>	<b>\$196,924.33</b>

<sup>(1)</sup> Total estimated cost from Table 3 multiplied by percentage area from Table 1, and excluding the 10% contingency.

<sup>(2)</sup> The first invoice will be adjusted for reconciliation of actual expenditures for Monitoring Services performed over July 2009 – June 2012. Actual expenditures over this period are anticipated to be lower than the estimated, invoiced amounts. The County will be credited accordingly and this credit will be subtracted from the invoice amount over July 2012 – June 2013; the actual amount will be determined upon termination of the previous agreement.

## EXHIBIT B

### Marina Del Rey Beaches and Harbor Bacterial TMDL FYs 2012-2015 Estimated Cost for Monitoring Services

ANNUAL ESTIMATED COST FOR MONITORING SERVICES (not adjusted for inflation)				
	Location	Average Number Annual Samples	Cost per Sample	Total Cost
Routine Samples	Shoreline	468	\$104.40	\$48,859.20
	Compliance Boat	468	\$125.15	\$58,570.20
Acc'd Samples	Shoreline	25	\$104.40	\$2,610.00
	Compliance Boat Day 1	20	\$125.15	\$2,503.00
	Compliance Boat Day 2	10	\$139.73	\$1,397.30
DSM Monthly Maintenance		12	\$140	\$1,680.00
QA (Duplicate Analyses)		116	\$84.02	\$9,746.30
GRAND TOTAL	\$125,366.00			

**EXHIBIT C**  
**Marina del Rey Watershed**  
**Representatives of Regulated Entities**

**Primary Agency:**

1. County of Los Angeles, Watershed Management Division, 11<sup>th</sup> floor  
900 South Fremont Ave.  
Alhambra, CA 91803-1331  
Agency Representative: Armond Ghazarian, P.E.  
[aghazar@dpw.lacounty.org](mailto:aghazar@dpw.lacounty.org)  
Phone No.: (626) 458-7149  
Fax: (626) 457-1526

**Monitoring Agency:**

1. Hyperion Treatment Plant, Environment Monitoring Division  
12000 Vista Del Mar  
Harry Pregerson Technical Support Facility  
Playa Del Rey, CA 90293  
Agency Representative: Mas Dojiri, Environmental Monitoring Division  
[mas.dojiri@lacity.org](mailto:mas.dojiri@lacity.org)  
Fax: (310) 648-5731

**Other Regulated Entities:**

1. City of Los Angeles  
Watershed Protection Division  
1149 South Broadway Blvd.  
Los Angeles, CA 90015  
Mail Stop: 1149-756  
Agency Representative: Hubertus Cox, Watershed Protection Division  
[Hubertus.Cox@lacity.org](mailto:Hubertus.Cox@lacity.org)  
Phone No.: (213) 485-3984  
Fax: (213) 485-3939
2. City of Culver City  
9770 Culver Blvd., 2<sup>nd</sup> Floor  
Culver City, CA 90232-0507  
Agency Representative: Charles D. Herbertson, Director of Public Works/City Engineer  
[charles.herbertson@culvercity.org](mailto:charles.herbertson@culvercity.org)  
Phone No.: (310) 253-5630  
Fax: (310) 253-5626
3. California Department of Transportation  
District 07, Design Division, Stormwater Unit

100 South Main Street, Suite 100, MS 13

Los Angeles, CA 90012

Agency Representative: Bob Wu, Senior Transportation Engineer

Phone No.: (213) 897-8636

Fax: (213) 897-0205